

EXHIBIT B

ENERGY AND EQUITY AGREEMENT

This Energy and Equity Agreement (“Agreement”) is entered into this ___ day of ___ 2023, by and between the City of Chicago, an Illinois home rule municipality (the “City”), and Commonwealth Edison Company, an Illinois corporation and an Illinois public and electric utility (“ComEd”), (each a “Party” and collectively the “Parties”), concerning cooperation and collaboration by the Parties to achieve certain energy and equity goals as more fully set forth herein.

WHEREAS, the Parties have concurrently entered into that certain Ordinance and Agreement (the “Franchise Agreement”), granting both ComEd and the City certain rights and imposing on them certain obligations;

WHEREAS, ComEd shares the City’s belief that everyone, regardless of their background or status, has an equal right to clean, affordable, and reliable energy as well as access to new energy technologies and services;

WHEREAS, in addition to its obligations under the Franchise Agreement and as a public and electric utility, ComEd is committed to cooperating and collaborating with the City in additional ways to support and advance both the City’s and ComEd’s goals, as discussed herein, and to set forth the terms and conditions governing the Parties’ cooperation and collaborative efforts in this Agreement;

WHEREAS, working together, the City and ComEd have the opportunity to make their shared goals a reality for the millions of residents and businesses they serve together and ensure that the City and the state lead the nation on a clean, bright, and equitable future for all;

WHEREAS, the City and ComEd are aligned around commitments to: continue to deliver safe, reliable, and affordable clean energy Chicagoans expect; plan, invest in, and operate the electric system in a manner that is equitable to, and benefits, all communities in Chicago; ensure the electric system has resiliency needed to withstand severe weather caused by climate crisis; enable the integration of renewables, solar, battery storage, and electric chargers; and build a more equitable city;

WHEREAS, the City has further updated its commitments in 2017 to observe the Paris Climate Agreement and to transition to 100% renewable energy by 2025 for municipal energy, and in 2019 expanded the commitment to 100% renewable energy citywide by 2035;

WHEREAS, the City published its 2022 Climate Action Plan (the “2022 CAP”, and each of the 2022 Climate Action Plan and any additional, replacement, or supplemental climate action plans as may be published by the City from time to time, a “CAP”) which set a goal to reduce greenhouse gas (“GHG”) emissions by a minimum of 62% by 2040 through holistic solutions centered on equity and justice and intends to update these goals in subsequent CAPs;

WHEREAS, the City acknowledges the complexity of the climate crisis requires a comprehensive approach with interconnected and results-driven actions undertaken by

many groups, to improve health, economic stability and opportunity, and equitable outcomes for Chicagoans;

WHEREAS, in 2021, the City unveiled a Green Recovery Agenda in response to the impacts of the COVID-19 pandemic to strengthen local communities, catalyze equitable building decarbonization, and accelerate the local green economy of Chicago;

WHEREAS, in the City's 2023 Budget, the City established an Office of Climate and Environmental Equity ("OCEE"), led by the City's Chief Sustainability Officer;

WHEREAS, the City is uniquely positioned to lead on the fight against climate change and to achieve climate and economic justice through resources and programs available with the passage of the landmark 2021 Illinois Climate and Equitable Jobs Act ("CEJA"), the Federal Inflation Reduction Act of 2022 ("IRA"), and the Federal Infrastructure Investment and Jobs Act of 2021 ("IIJA");

WHEREAS, CEJA defined geographic areas throughout the state of Illinois which would most benefit from equitable investments designed to combat discrimination and foster sustainable economic growth, specifically, in the following areas (collectively, equity investment eligible communities, or "EIECs"): (1) Restore, Reinvest, Renew ("R3") Areas as established pursuant to Section 10-40 of the Cannabis Regulation and Tax Act, where residents have historically been excluded from economic opportunities, including opportunities in the energy sector; and (2) Environmental justice communities, as defined by the Illinois Power Agency pursuant to the Illinois Power Agency Act, but excluding racial and ethnic indicators, where residents have historically been subject to disproportionate burdens of pollution, including pollution from the energy sector; and

WHEREAS, the City and ComEd have jointly identified certain goals, objectives, and areas of mutual interest with high potential for constructive cooperation and collaboration as set forth more fully herein.

NOW THEREFORE, the City and ComEd hereby agree as follows:

1. **Term.** This Agreement is effective as of _____ ("Effective Date"), and shall extend until the date that is the earlier of: (a) the date on which the Term of (and as defined in) the Franchise Agreement terminates or expires; or (b) December 31, 2042.

2. **Funding Commitment.** ComEd hereby makes the following funding commitments in an aggregate amount of up to \$120 million, subject to the conditions set forth in this Section 2, and provided that, as of the date that each applicable amount is to be paid by ComEd (as provided below), this Agreement and the Franchise Agreement are in full force and effect:

(a) ComEd shall contribute up to \$110 million in accordance with the following:

(i) \$25 million shall be contributed to the Entity (as defined in Section 3) within 60 days after the latest to occur of (i) ComEd receiving written evidence of the formation of the Entity, (ii) the establishment of the Entity's bank account, (iii) the appointment of the 7-member board as described in Section 3(a) hereof, and (iv) the adoption by the board of the Bylaws attached hereto as Exhibit C;

(ii) \$25 million shall be contributed to the Entity no later than the first anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iii) \$25 million shall be contributed to the Entity no later than the second anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iv) \$15 million shall be contributed to the Entity no later than the third anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary; and

(v) if the Franchise Agreement is extended for the Extension Term (as defined therein), ComEd shall contribute an additional \$20 million to the Entity within ten (10) business days of the effectiveness of the extension, unless there is a then-pending dispute with respect to such extension, in which case such contribution shall be made within ten (10) business days of the final resolution of that dispute.

(b) ComEd agrees to expend not less than \$10 million (the “ComEd Expenditure”) to establish workforce development initiatives that, through a collaboration between ComEd, the City, other government entities, industry partners, labor, education, and community-based organizations, prepare, train, and reskill individuals from disadvantaged communities for clean energy careers (the “Workforce Development Initiative”). This Workforce Development Initiative may, by mutual agreement of the Parties, build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and other locations on the South and West sides of Chicago. The Workforce Development Initiative is intended to provide training and certifications in several work categories including skilled trades, energy efficiency, electric vehicle (“EV”) maintenance, fiber installations, renewable energy installations, and business operations. The Workforce Development Initiative is also intended to include wrap-around support services for students (such as transportation; housing support services; legal support; assistance with childcare; and assistance with personal protective equipment, tools, and stipends).

(i) If (w) ComEd receives a final, non-appealable order from the Illinois Commerce Commission (“ICC”) allowing rate recovery of some or all of the ComEd Expenditure and/or receives grants and/or other funds from third party sources (for avoidance of doubt, third party sources do not include affiliates of ComEd) that are used to support the Workforce Development Initiative and (x) the resulting Effective ComEd Cost (as

defined below) is less than \$10 million, then ComEd shall contribute to the Entity, within 30 days of receipt of such order, the amount by which the Effective ComEd Cost is less than \$10 million, provided that such contribution shall in no event exceed \$10 million. The "Effective ComEd Cost," as used in this subparagraph (b), means the amount by which the ComEd Expenditure exceeds the sum of the rate recovery allowed by such order plus any grants or other sources of funds that ComEd has received to offset any other portion of the ComEd Expenditure. "Rate recovery," as used in this subparagraph (b), means the addition of any portion of the ComEd Expenditure to a revenue requirement as an expense or as an addition to the rate base, provided that the following shall not constitute rate recovery: (y) changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of the ComEd Expenditure, the recovery in rates of any portion thereof, or receipt of such grants or other sources of funds, and (z) changes in recovered costs resulting from any of the activities of the Workforce Development Initiative (such as, without limitation, the direct or indirect hiring of graduates).

(ii) Notwithstanding anything in this Agreement to the contrary, ComEd reserves the right to seek grants, regulatory cost recovery, or other funding sources for all or any portion of the costs of the Workforce Development Initiative.

(iii) The City agrees to support any grant or other funding applications necessary for the Workforce Development Initiative.

(c) ComEd agrees that it shall not seek rate recovery of the contributions ComEd makes to the Entity under Section 2(a). "Rate recovery," as used in this subparagraph (c), means the addition to a revenue requirement as an expense the amount of any contribution that ComEd is required to make to the Entity pursuant to Section 2(a), provided that changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of any contribution, payment, or activity authorized or required under this Agreement, shall not constitute rate recovery.

(d) The Parties shall cause the Entity, no later than thirty (30) days after each contribution is made, to provide ComEd with a written acknowledgement of such contribution, which acknowledgement shall state that no goods or services were or will be received by ComEd from the Entity in consideration of the contributions.

(e) If a material breach by the City of the Franchise Agreement or this Agreement has occurred and is continuing as of the date that an amount is to be paid by ComEd pursuant to Section 2(a), ComEd's obligation to pay such contribution will be suspended until the City has cured such material breach. ComEd shall be obligated to make such payment within ten (10) Business Days after the date such material breach is cured.

3. Formation and Function of Not-For-Profit (“NFP”) Entity.

(a) Promptly following the execution of this Agreement, the Parties shall cause the “Clean Energy and Equity Collaborative NFP” to be formed as an Illinois not-for-profit corporation (the “Entity”) by the filing of the articles of incorporation attached as Exhibit B with the Illinois Secretary of State. Upon formation, each Party shall provide to the other Party, for review and comment, the names of their proposed initial representatives on the Board of Directors (the “Board”) as if the Bylaws attached as Exhibit C hereto were in effect. Each Party may consider comments from the other Party and the Energy and Equity Advisory Panel (defined in Section 5), and shall then designate their initial representatives on the 7-member Board and cause those representatives to adopt the Bylaws in the form attached as Exhibit C. Both Parties shall endeavor to elect a diverse group of individuals representing community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, labor unions, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The City must also select an individual from the Energy and Equity Advisory Panel to serve as a representative on the Board. ComEd shall not elect current employees or directors of Exelon Corporation or its affiliates.

(b) The function of the Entity shall be to consider, discuss and determine the projects that will receive funding to achieve the goals within the 2022 CAP, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Entity shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention. Project funding shall be provided from contributions made to the Entity by ComEd and the Entity may also apply for and accept additional funds from private and government sources for distribution. The Entity shall be required to use best efforts to ensure it is eligible to claim funding under the IRA or future legislation, as applicable; including, but not limited to, expanded clean energy tax credits.

(c) For a project to be funded by the Entity:

(i) It must prioritize an equitable transition to the use of clean energy and/or must promote equitable decarbonization anchored in values of economic inclusion and savings, pollution burden reduction, equitable access to critical infrastructure and/or community health and resilience. Projects should advance the pillars, strategies, and actions in the then-current CAP, including, but not limited to, retrofitting, weatherizing, and decarbonizing buildings; installing and encouraging access to community solar and other renewable energy sources that prioritize energy resiliency and reducing energy burden in EIECs; expanding access to electric micro-mobility options; and enabling zero-emission transit and fleets. Projects must prioritize delivering measurable and equitable community benefits and infrastructure improvements with a specific focus on EIECs and other under-resourced communities, and must demonstrate significant community engagement in project design and implementation. The project

must be presented to the Board in a written proposal which describes, at a minimum, the following: (A) the amount of funding requested from the Entity as well as the total project cost to the extent the two amounts are different; (B) the purpose, milestones, and objectives sought to be achieved; (C) how progress toward achieving those milestones and objectives will be measured, including whether achievement of the milestones and objectives is dependent upon funding or incentives from other sources (including any conditions precedent to that funding or incentives); (D) how the project advances specific actions, strategies and pillars in the City's then-current CAP and other relevant energy policies to achieve equitable outcomes for residents; (E) how the project will be administered and implemented; and (F) how the project will be designed and implemented with community residents and partner organizations. Any project proposal must provide for quarterly reporting to the Entity.

(ii) The project will be administered and overseen by a party who, in the opinion of the Board, is qualified to perform the activities or undertakings of the project. To make this determination, the Board shall review a description of qualifications for the work to be performed as a part of the project. The applicant must demonstrate the institutional and financial controls in place to administer the project in accordance with the restrictions and guidance provided by the Entity.

(iii) The applicant must provide a detailed project budget. Eligible costs associated with the project may include:

(A) Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, permitting, planning, architectural designs, and engineering studies;

(B) Costs of repair, rehabilitation, construction, improvement, and acquisition of property, equipment, and facilities;

(C) Costs of health and safety improvements to address inequities in housing conditions to enable clean energy solutions; and

(D) Personnel costs including salaries and fringe benefits for staff, consultants, and contractors required for carrying out a project.

(iv) The project must have, or include a plan to obtain, any necessary regulatory approvals and permits and must otherwise comply with applicable law.

(d) The project must not:

(i) Conflict with or require the modification of ComEd's rates, terms, conditions, or standards of utility service; interfere with ComEd's provision of utility service under its tariffs; or establish or maintain any unreasonable difference in such rates, terms, conditions, or standards of

utility service either as between localities or as between classes of service;

(ii) Involve lobbying for any legislative or administrative action of any kind (aside from technical discussions ancillary to implementation of a project) or any expenditures in support of candidates for elected or appointed governmental office or positions;

(iii) Involve expenditures related to the purchase or sale of the electrical system serving residents in Chicago, including studies related to ComEd's performance under the Franchise Agreement.

(e) The Entity may commit to fund projects meeting the criteria set forth in Sections 3(b), 3(c) and 3(d) that are approved by the Board. The Entity must provide City, ComEd, and the public information on projects funded through a website or similar public communications system which includes but is not limited to, an annual report on their selection criteria, granted organizations, outcomes of grant projects, distributed and remaining funds, any external funds secured for distribution (e.g., private foundations and other government grants), impacts of grant-funded projects on CAP goals and impact of grant-funded projects on EIECs.

(f) The Entity may fund its administrative, fiscal sponsorship, and operating costs, including appropriate personnel costs, subject to Board approval; however, administrative, fiscal sponsorship, and operating costs, considered collectively, may not exceed \$500,000 annually. Board members and officers of the Entity shall not receive compensation for their services other than reimbursement for reasonable out-of-pocket costs associated with attending Board meetings.

4. ComEd-City Coordination Council

(a) Within 30 days after the Effective Date, and thereafter on an annual basis, each Party shall designate not more than three (3) senior representatives to act on the ComEd-City Coordination Council ("Coordination Council"). The City's OCEE, or its successor, shall coordinate City staffing of the Coordination Council. The Coordination Council may designate committees to further coordinate its work and such committees may be staffed by Coordination Council members or other staff designated from time to time by the Parties.

(b) The role and duties of the Coordination Council shall primarily be as defined in the Franchise Agreement. In addition, the Coordination Council will consider how the activities of the Parties under this Agreement address the energy and decarbonization goals of the City and State of Illinois. The Parties intend to cooperatively study, prioritize, plan, implement, track, and report progress on clean energy activities in Chicago, including those described in Section 6, in support of this Agreement through the Coordination Council. The Coordination Council shall determine the tasks necessary to achieve these goals, direct the execution of tasks, and report the results of these tasks. Without limiting the foregoing, the Coordination Council shall address:

(i) Coordination of electrification and decarbonization activities and investments aligned with the CAP and other relevant energy policies;

- (ii) Joint pursuit of federal, state and private funding sources to advance this Agreement;
- (iii) Coordination of updates to the City Council and relevant committees;
- (iv) Implementation of projects if funded by the Entity or other grant or third party sources;
- (v) Each year, starting with 2024, written identification of topics, projects, and initiatives that are within the scope of this Agreement for collaboration during the year thereafter; and
- (vi) Other duties as mutually agreed upon by the Parties.

5. **Energy and Equity Advisory Panel.** Many of the goals and objectives contained herein require collaboration with key stakeholders to ensure success. The City shall establish an Energy and Equity Advisory Panel (“EEAP” or “Energy and Equity Advisory Panel”), which shall include designated staff representatives from the Parties and one representative from the City Council’s Environmental Protection and Energy Committee (or its successor) as well as representatives from community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The EEAP shall consist of six (6) to twelve (12) members, representing the various interested stakeholders described above, selected pursuant to a mutually agreed process. The EEAP shall meet quarterly each year to: review the progress, performance and status of the goals and objectives laid out in this Agreement; provide input to the Entity on future grantmaking activities and outcomes of grant projects; provide input to the Coordination Council in regard to matters relevant to this Agreement and the Franchise Agreement; attend presentations and meet with the Coordination Council from time to time; and if requested by the Parties, provide outreach and education around the goals, objectives and initiatives contained herein. EEAP members may also make recommendations to the Chicago City Council to call hearings to discuss any relevant topics related to this Agreement. EEAP members that demonstrate economic hardship or represent community organizations will be eligible for a reasonable monetary stipend, paid for by the Entity, for time related to participation in the EEAP meetings, and for the costs of travel to and from the meetings.

6. **Energy and Equity Project Opportunities.** The City and ComEd shall collaborate and cooperate in pursuing mutually agreed-upon opportunities that support an equitable transition in the use of energy. These opportunities will demonstrate a commitment to the shared values of economic inclusion and savings, pollution and energy burden reduction, equitable access to critical infrastructure, and community health and resilience. The Parties will further work towards the equitable expansion of energy efficiency; the decarbonization of buildings; increased access to affordable renewable energy and carbon-free transportation options; workforce development initiatives in disadvantaged communities; and increased access to affordable broadband service for Chicago families. The Parties will commence this collaboration through the initiatives described in Exhibit A hereto. The Parties agree that, as of the Effective Date, these initiatives are valued at up to \$400 million. After the Effective Date, the Coordination

Council shall, at a minimum annually, discuss furthering these goals through new project collaborations. The Parties have identified the following areas for such further project collaborations:

(a) Increase Household Savings. As the City advances its clean energy transition, it remains imperative that residents and businesses have access to clear information about their energy usage and well-supported systems to access resources, rebates, and incentives to help manage costs. The Parties shall collaborate with stakeholders, including but not limited to members of the EEAP and Coordination Council, to develop new, and strengthen existing, customer assistance programs such as ComEd's Energy Assistance Ambassador (CEAA) Program, bill payment assistance, and customer participation in energy efficiency and demand response programs. ComEd shall continue to periodically review its credit and collections policies and procedures to assess their impact on low-income customers and customers living in EIEC communities and will discuss the results of those reviews with the City. In addition, the Parties will work to develop program strategies consistent with CEJA and the goals of this section that address affordability concerns of those living in EIEC communities, returning residents, those with medical certification, and other classes of customers experiencing economic hardship, including through participation in a proceeding to be initiated by the ICC under Section 9-241 of the Illinois Public Utilities Act and/or in periodic rate design investigation proceedings.

(b) Advance Decarbonization. The Parties agree that reductions in the City's largest sources of GHG, buildings, are important to achieving economy-wide decarbonization. The Parties will work to ensure communities, particularly those experiencing the greatest energy and pollution burden, can participate in and benefit from the City's clean energy transition. The Parties will work with stakeholders to coordinate the effort to secure funding for energy efficiency and weatherization measures focused on low- to middle-income housing, to deepen the impact of the City's affordable decarbonization efforts; this work will include collaborative support for programs and measures aimed at addressing inequitable housing conditions affecting health and safety that affect the ability to access and take advantage of improved energy solutions.

(c) Enable a Just Clean Energy Transition. The City is committed to power City-owned buildings with renewable energy by 2025 and to power 100% of all buildings within Chicago with renewable energy by 2035. ComEd is committed to creating a cleaner, brighter future for the communities it has the privilege to serve. The Parties shall work to enable and expand residential rooftop solar, where feasible and in a manner that is consistent with ComEd's rates, terms, conditions, and standards of service, through Illinois Solar for All and other supportive programs. In addition to the initiatives described on Exhibit A, the Parties will continue to discuss opportunities to enable non-utility community solar project(s) on City-owned site(s), including cooperatively seeking federal or other funding for said project(s). The Parties will work together to address and attempt to resolve unjust or unreasonable barriers to the implementation and development of community solar projects within Chicago's boundaries.

(d) Promote Personal Mobility and Improve Air Quality. On-road transportation accounts for 15% of total citywide GHG emissions and 70% of all public EV chargers are located in just three (3) of the City's Community Areas. Forty-seven (47) of Chicago's seventy-seven (77) Community Areas do not have any access to public charging. The Parties agree to collaborate on initiatives that support equitable access to electric mobility options and the benefits of transportation electrification, including the potential deployment of publicly accessible EV and electric mobility charging stations which prioritize investment in neighborhoods without these assets and the electrification of municipal and commercial fleets. Such efforts will prioritize the electrification of fleets domiciled in and traveling through neighborhoods disproportionately burdened by poor air quality and/or truck volumes. The Parties shall also explore launching an EV carsharing pilot and the potential for electric rail infrastructure incentives, discounted rates for electric bus charging, and electric bus charging infrastructure. The Parties agree to identify staff to serve on or consult with the Coordination Council with technical knowledge in this area, to collaborate on actions or proceedings at the ICC necessary to effectuate these commitments and advance and explore development of a City EV and infrastructure framework.

(e) Propel Clean Energy Careers. The Parties agree that preparing the City's neighborhoods for a clean energy economy will require strong workforce development opportunities. The Parties agree to seek opportunities to ensure that residents from low-income areas and EIECs can access careers in the emerging clean energy economy, which will require expanded workforce development. Initiatives in this category are intended to catalyze economic development and job creation to improve quality of life and ensure that these communities participate in, and benefit from, the clean energy economy.

(f) Connecting Communities. ComEd is in a unique position to support closing the digital divide by offering available reserve capacity ("middle-mile dark fiber") in areas of need to last mile providers, on an open access and non-discriminatory basis, where feasible and consistent with ComEd's obligations as a public and electric utility. As a regulated utility, ComEd builds and operates telecommunications facilities for utility purposes and to meet utility needs. ComEd acknowledges, however, that there may be unique opportunities to license use of middle-mile dark fiber in a manner that can benefit areas impacted by the digital divide while maintaining the usefulness of the fiber as a utility asset. ComEd will, on a non-exclusive basis, work with the City and internet service providers ("ISPs") committed to providing affordable quality home broadband access to leverage reserve capacity fiber assets and facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities in a manner consistent with ComEd's duties as a utility, including through a pilot.

(g) Foster Innovation for Resiliency. The Parties recognize that there is unprecedented momentum building for cleaner energy future with a focus on decarbonization and electrification, while ensuring that all communities get the benefit of such transitions. Separate and distinct from the ComEd Community Resiliency Hub Initiative described in Exhibit A, the Parties agree to develop and

implement a community resilience concept to bring together a collection of technologies and services intended to advance decarbonization and resiliency to address the needs of communities which, due to economic inequality, face unique challenges from the disruption or loss of electric service due to climate events.

(h) Community-Based Outreach. ComEd shall leverage community-based outreach to educate communities about available financial assistance programs, such as the CEAA pilot program, a community-based outreach and awareness initiative that provides part-time employment to community residents as ambassadors to educate their communities and neighbors about available financial assistance programs. ComEd will continue its existing pilot program by funding one-hundred (100) ambassadors per year under the CEAA program in EIECs over the ten (10)-year period following execution of the Agreement.

The Parties shall seek to identify and incorporate opportunities to use Minority and Women Business Enterprise (“MWBE”) contractors and local talent, particularly from EIECs or other underrepresented populations, wherever prudent and reasonable and permissible under law.

Notwithstanding anything to the contrary, this Section 6 shall not impose on ComEd the obligation to contribute any funds or incur any costs that are not (x) fully recoverable through rates without any action, other than review of prudence and reasonableness, by a Competent Authority (as defined in the Franchise Agreement), or (y) to be funded by grants or other third-party sources. The Parties acknowledge that certain of the projects, tasks, and actions described and addressed in this Section 6 are also described and addressed in Exhibit A attached hereto. It is the intention of the Parties that the terms of this Section 6 and the terms of Exhibit A hereto shall be interpreted in a manner such that the Parties’ respective rights and obligations in this Section and in such Exhibit are consistent with each other; however, in the event of any conflict or inconsistency between the terms of this Section 6 and the terms of Exhibit A, the terms of Exhibit A shall govern and control as to the initiatives described in Exhibit A.

7. Other Commitments.

(a) ComEd shall designate adequate staffing resources with the appropriate level of expertise and understanding to coordinate with the City and its sister units of local government on public and private residential and commercial building electrification and public and private transportation electrification, particularly electrification of shared mobility transportation methods.

(b) ComEd shall maintain its headquarters within Chicago during the term of this Agreement.

8. Additional Economic Development.

(a) ComEd purchased the former Board of Trade building at 333 S. LaSalle Street in Chicago in 2021 as a potential site for a new substation to support forecasted load growth and increased electrification in the Central Business District of Chicago (“CBD”), including expected load from increased adoption of EVs and all-electric buildings. ComEd will in 2028 begin the planning, subject to regulatory review and approval, for the future construction of a new substation at 333 S.

LaSalle Street to meet forecasted load growth in the CBD. ComEd will, as part of this planning process, also investigate the use of other portions of the building and immediately adjoining space owned by ComEd for other ComEd functions, including to house offices or other activities for ComEd and/or its affiliates. During this planning process, ComEd will communicate with the City concerning the expected economic impact of the project both during and after construction.

(b) ComEd will propose and seek ICC approval of the construction and operation, in support of its utility functions, of a Clean Energy Training Hub to be located on the West Side of Chicago to help prepare/train/reskill individuals for jobs in the Illinois' clean energy transition as described in CEJA. This will target individuals from EIECs and engage government, education, labor, other industry partners and community-based organizations to promote equitable engagement throughout design, recruitment, training, support, and job placement phases of the program. The proposed Clean Energy Training Hub will offer training and certifications in categories including: skilled trades (electrical line work), energy efficiency, EV maintenance, EV infrastructure readiness, fiber installations, renewable energy installations (solar, battery storage, etc.), building electrification, technical engineering support, business operations, and related small business incubator programs. The proposed program will include tuition assistance and a stipend provided to each participant for wrap-around support services (transportation, housing, legal, childcare assistance, PPE, and tools) and will be sized to allow approximately 500 participants annually to benefit from the Clean Energy Training Hub. For the avoidance of doubt, the Clean Energy Training Hub is in addition to the Workforce Development Initiative to be funded under Section 2(b). The City will reasonably cooperate with ComEd in its pursuit of such Hub, including identification of potential properties, which shall include properties owned by the City and/or other units of local government, if any, that are suitable for such Hub based on ComEd-identified criteria.

9. Implementation and Reporting. Upon the Effective Date, the Coordination Council shall coordinate, and the Parties shall proceed in good faith to collaborate on, the commitments made herein. The Coordination Council shall report annually on or before April 1 (commencing April 1, 2024) on the goals, commitments, objectives and areas of mutual interest set forth in this Agreement, including with respect to the City and ComEd's commitments under Sections 6 and 7, with respect to both efforts over the prior year and plans for the coming year. The Coordination Council may create reports that describe the status of the specific projects and initiatives taken in furtherance of the goals, objectives, and areas of mutual interest, and identify any barriers to their implementation or realization that ComEd and the City could jointly work to overcome.

10. Data Transparency and Reporting. By providing access to relevant and important data, ComEd can help the City, members of the public, and interested stakeholders understand ComEd's performance, business, and impact within Chicago. To that end, to the extent legally permissible, ComEd commits to provide additional data and information as described below in addition to the reporting requirements contained in the Franchise Agreement for the duration of this Agreement:

(a) Clean Energy Reporting. ComEd shall provide the City with monthly anonymized reporting data on the adoption of clean energy utilization by residents in Chicago, specifically including: (1) the number of Illinois Solar for All projects within Chicago; (2) zip code level data on (i) the number of residents that have installed rooftop solar systems, and (ii) the number of residents that are subscribed to a community solar project; and (3) aggregate data on the number of new solar interconnection applications broken out by residential, commercial, and community solar projects. On an annual basis, ComEd shall provide to the City a map showing the location and number of community solar projects in Chicago.

(b) Information Systems. ComEd shall continue to provide information systems, including mapping tools identifying delivery system conditions, real-time outage map, and customer education toolkits. The Parties shall discuss on an ongoing basis the usefulness of each information system, and opportunities for improvement.

11. Legal and Regulatory Framework. The City and ComEd exist within a legal and regulatory framework that governs the topics in this Agreement. ComEd is a public utility under state and federal law and an Illinois public and electric utility, and as such, is subject to extensive regulation and oversight by, among others, the State of Illinois, including but not limited to the ICC, and the United States government, including but not limited to the Federal Energy Regulatory Commission ("FERC"), and bodies established or regulated by federal and State law. Notwithstanding anything herein to the contrary, all activities undertaken under this Agreement including, without limitation, the funding of programs and projects, the provision of utility services, and any changes in utility services, rates, rate designs, policies, or practices must be consistent with and implemented in accordance with such laws and regulations. Without limiting the foregoing:

(a) The Parties acknowledge that in carrying out this Agreement, there may be ICC or other Competent Authority approvals (including without limitation, for the full recovery of costs associated with the programs, initiatives, etc. in rates) that, in ComEd's judgment, become necessary and ComEd's commitments in carrying out projects and initiatives developed in accordance with this Agreement (including the initiatives described in Section 6 and Exhibit A) are contingent on receipt of ICC or other Competent Authority approvals. The City agrees to cooperate with and support ComEd's efforts to obtain the necessary approvals of the ICC or other Competent Authorities in connection with this Agreement. For the avoidance of doubt, this obligation to cooperate and support does not limit the City's right to participate or take any position in other proceedings before the ICC or any other Competent Authority.

(b) The Parties acknowledge that ComEd has entered into a three-year Deferred Prosecution Agreement ("DPA") on July 17, 2020 with the United States Attorney for the Northern District of Illinois. Nothing in this Agreement shall require ComEd to take any action that, in ComEd's judgment, may cause ComEd to violate, or cause it to come into conflict with the spirit or intent of, the DPA.

12. **Funding.** The City and ComEd will use good faith efforts to collaboratively identify, utilize, or apply for sources of funding, including, without limitation, local, state, federal, foundation and private sources, to support pilots, programs, and projects that could help the Parties meet the goals and objectives described herein, all in accordance with the terms and conditions described in Section 6 and more specifically set forth in Exhibit A. Neither ComEd, the Entity nor the City are obligated to fund the initiatives described in Section 6 and Exhibit A.

13. **Ethics.** ComEd is committed to maintaining a robust and comprehensive ethics and compliance program. Since July 2020, ComEd has implemented comprehensive ethics reforms, including adopting and enforcing policies that substantially strengthen oversight, controls, and guidance with respect to ComEd's interactions with public officials, and incorporate best practices from a review of numerous corporate and governmental ethics policies. While ComEd recognizes that an effective ethics program must continue to evolve in the face of changing risks, ComEd is committed to continually improve its ethics policies and practices (the version of its ethics policies and practices currently in effect as of the date hereof is attached as Exhibit D). ComEd will report annually to the City on any changes, if applicable, to its ethics policies and practices, and other subjects relevant to its ongoing and comprehensive ethics reform program.

14. **General Terms.**

(a) The Parties acknowledge that there may be specific areas where joint goals, objectives and areas of mutual interest are not identifiable or are otherwise not feasible or suitable for inclusion in this Agreement. In that regard, this Agreement is not intended to be exclusive or to limit other or future opportunities for cooperation and collaboration.

(b) The Parties acknowledge that in some instances projects and initiatives identified in connection with this Agreement may become subject to separate agreements authorized and executed outside the framework of this Agreement.

(c) The Parties acknowledge and understand that, unless specifically agreed to otherwise, each Party shall be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this Agreement. As certain initiatives of this Agreement are explored and costs are determined, the Parties shall work together in good faith to determine how to further allocate costs and whether to incur such costs. Nothing in this Agreement shall enlarge, restrict or modify the regulation of such activities or the recovery of the costs of such activities in accordance with the law. In addition, the Parties shall support efforts to pursue any grants or other funding available for certain activities contemplated by this Agreement.

(d) Nothing in this Agreement shall invalidate or otherwise supersede any agreements or other legal obligations of either Party.

(e) This Agreement may not be amended except by written agreement executed by an authorized representative of each Party.

(f) This Agreement is contingent on and shall become effective as of the Effective Date of (and as defined in) the Franchise Agreement. In the event the Franchise Agreement is terminated for any reason, this Agreement shall automatically terminate concurrently with the termination of the Franchise Agreement.

(g) If one or more material provisions of the Franchise Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations hereunder. The invalidation, illegality or unenforceability of all or any part of this Agreement shall not in any way invalidate or otherwise impact the validity and enforceability of all or any part of Franchise Agreement.

(h) This Agreement, together with any exhibits hereto, is intended to be the complete and integrated understanding of the Parties with respect to the subject matter hereof. The Parties agree that contributions required to be made to the Entity hereunder are not Franchise Fees or intended by either party to be in lieu of Franchise Fees. Any Franchise Fees are identified as such in the Franchise Agreement.

(i) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of ambiguity or a question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

(j) Any disputes arising between the Parties with respect to this Agreement shall be resolved according to the process set forth in Paragraph 8.9 of the Franchise Agreement (except that references therein to "License" shall be deemed to refer to this Agreement).

(k) A complete original of this Agreement shall be maintained in the official records of each Party. This Agreement may be executed in counterparts, each of which shall constitute one Agreement notwithstanding that the signatures of both Parties do not appear on the same page.

(l) The execution, delivery, and performance by the Parties of this Agreement does not, in any way, amend, modify, or otherwise alter any such Party's respective rights and obligations under any other agreement or instrument by which it is bound.

(m) In interpreting this Agreement, unless a clear contrary intention appears: (i) when a reference is made to a Section, such reference shall be to a Section of this Agreement; (ii) headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (iii) reference to a person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are authorized by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (iv) reference to any agreement, document, instrument, law, rule or regulation means such

agreement, document, instrument, law, rule or regulation as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time; (v) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not any particular Section or other provision hereof or thereof; (vi) whenever the words “include” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”; and (vii) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

(n) Nothing in this Agreement is intended to create or form, and shall not be deemed or construed as creating or forming, a joint venture, partnership, trust, or any similar legal relationship between the Parties or between either Party and the Entity.

(o) This Agreement does not grant or convey any right or license to use any trade secret, patent, copyright, or other intellectual property right belonging to either Party.

(p) This Agreement is for the benefit of the signing Parties only and shall be binding on them and their respective representatives, legal representatives, successors and permitted assigns. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party.

(q) There are no third-party rights created by this Agreement and there are no third-party beneficiaries entitled to the benefits of this Agreement.

(r) Any notice permitted or required by this Agreement shall be made in writing and shall be served by email communication and regular mail, postage prepaid, return receipt requested. Notice shall be effective upon the date such email is delivered or, if not delivered for any reason, upon the date of receipt of the mailing. The address for notice to each Party is as follows, as may later be changed by a Party upon notice:

(i) If to the City:

City of Chicago
Department of Assets, Information and Services (AIS)
2 N. LaSalle Street, Suite 200
Chicago, IL 60602

with a copy to

Chief Sustainability Officer
City Hall
121 N. LaSalle Street
Chicago, IL 60602

(ii) If to ComEd:

Vice President, Government, Regulatory, and External Affairs

10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603

With a copy to:

General Counsel
10 South Dearborn Street, 52nd Floor
Chicago, Illinois 60603

15. **Choice of Law.** This Agreement shall be construed according to the laws of the State of Illinois, without reference to choice of laws or conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF CHICAGO

By: _____

Printed Name:_____

Title: _____

COMMONWEALTH EDISON COMPANY

By: _____

Printed Name:_____

Title: _____

Exhibit A

Initiatives

To advance the Energy and Equity Agreement, the Parties will begin their collaboration with the initiatives listed in the following chart. ComEd and the City will endeavor to pursue up to \$400 million in grants and other sources of funds, public or private, to implement over the course of the term of this Agreement. This list is not exhaustive, and projects will be further refined and added through the Coordination Council with the input of the Energy and Equity Advisory Panel. For the avoidance of doubt, these initiatives are not required to be funded by the Entity or ComEd.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
6.b. Advance Decarbonization				
Accelerate and Expand Affordable Multifamily, LMI Housing, and Neighborhood Efficiency and Electrification	ComEd will work with the City to coordinate deployment of the City's Recovery Plan funding for Energy Efficiency and Renewable Energy with ComEd's Plan 6 funding, including providing \$24M in Plan 6 low-income and multifamily weatherization funding for the period 2022-2025. ComEd will also propose leveraging Plan 6 funding to co-fund path-to-zero demonstration projects through the City's community anchor deep retrofits effort.	<ul style="list-style-type: none"> Coordinated funding will allow bigger, deeper impact in the City's affordable decarbonization and LMI retrofit efforts; ability to deepen support for MWBE firms Path-to-zero demonstration projects will leverage funding and ComEd technical expertise to test cutting edge technologies and produce learnings for the local community and future projects; ability to leverage and expand with key collaborators and stakeholders (such entities undertaking weatherization efforts in Chicago, local community organizations, etc.) 	Ready to start Parties to identify communities and anchor institutions	Q2 2022 – Q4 2025

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Comprehensive Roadmap for City Retrofits and Electrification	ComEd commits to include the City's buildings in ComEd's pilot of comprehensive energy efficiency studies, fully funded by ComEd, for large public sector customers. This study will inventory cost-effective energy efficiency and electrification opportunities across the City's portfolio of buildings and facilities and create a plan to make identified improvements over a multi-year period. Upon reasonable notice, ComEd would support the City's election to utilize community-led decision-making as a part of this process (i.e., through participation and attendance).	<ul style="list-style-type: none"> Allows comprehensive analysis of City building portfolio for energy efficiency opportunities and identification of potential funding sources, to allow for millions of dollars in energy savings 	Ready to start	Q2 2023 – Q4 2024
Technical Expertise to Align Building Codes and Standards with Climate Best Practices	Upon reasonable request by the City, ComEd will use good faith efforts to support the City in efforts to establish building performance standards for existing buildings and standards for new buildings (including "stretch" or "reach" codes or other zero net carbon strategies for new buildings). ComEd will provide technical expertise to support building performance standards and code or strategy development, reasonable data access and/or tool development, and engagement in the policy process.	<ul style="list-style-type: none"> Assist in modernizing City policies and regulations, laying the foundation for transformational, city-wide building decarbonization, to achieve climate goals 	Ready to start	Q2 2023 – Q4 2025
6.b. Enable a Just Clean Energy Transition				
Solar for All Residential Solar	ComEd, directly or indirectly, will submit an application for Illinois Solar for All (ILSFA) RECs seeking authorization to provide up to 200 7 kW residential rooftop installations per year for low-income residents in Chicago, where feasible and in a manner that is consistent with ComEd's rates, terms, conditions, and standards of service. The project will be undertaken by EdiSun, a wholly owned ComEd subsidiary, or through another solar developer chosen by the City subject to certain terms and conditions as mutually agreed upon by the Parties. The Parties will use good faith efforts to use a M/WBE solar developer willing to participate in the project. The City will assist in identifying eligible low-income residents to participate. ILSFA budget is approximately \$24M per year.	<ul style="list-style-type: none"> Ability to prioritize EIECs in equitable transition to renewables Increases household savings for low-income residents by providing free renewable energy for one-year Ability to partner and collaborate with community organizations and other agencies that provide weatherization services, roof-services, etc. 	Contingent upon successful ILSFA application for residential solar RECs Identify solar developer and qualified low-income residents	Start in 2024, need to identify partners and participants and submit application.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Add Solar Generation within Chicago	The City and ComEd will work together to seek to add non-utility solar to the microgrid at one or more City-owned or controlled solar-ready locations. The City will need to identify and select a participating solar developer and the proposed solar facility will be required to go through the ICC's standard interconnection process in order to proceed with the interconnection. Upon the City's reasonable request, ComEd will provide technical assistance in formulation of the request for proposal, including adding specifications for the interconnection-ready site. The proposed site would have a total of 250kW DC output with four 50kW inverters giving the site a total capacity of 200kW AC. The site may be integrated to the ComEd microgrid operations. Upon the City's request, the City and ComEd will collaboratively seek federal or similar funding for the project.	<ul style="list-style-type: none"> • Advancement of City's renewable energy goals in cost-effective manner 	<p>City to secure funding and identify solar developer partner</p> <p>Successful completion of standard ICC interconnection process</p>	Timing dependent on City's solar developer selection process
Expand Solar Education	ComEd will work with the City to develop: (1) educational material for residents on solar and options available to them, highlighting the costs, benefits and what they take into consideration, and (2) educational webinars aimed at solar developers with key stakeholders (such as the Illinois Power Agency, Department of Commerce and Economic Opportunity, and other organizations focused on EIECs). ComEd will host a maximum of twenty (20) educational sessions per year. In addition, ComEd will host a series of forums with solar developers, including at least one which will focus on solar developments in Chicago, in collaboration with the City, to identify opportunities for solar development in Chicago.	<ul style="list-style-type: none"> • Ability to develop clear educational materials to expand awareness and understanding of solar 	Ready to start	Begin in Q3 2023
Multifamily Housing (MFH) Community Solar	ComEd and the City shall, beginning no later than January 1, 2024, work collaboratively and with other stakeholders to identify appropriate and viable pilot opportunities to allow more access to community solar for MFH. Upon mutual agreement, the Parties shall seek to initiate such pilots.			

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Metering Study	ComEd shall work with the City and other stakeholders to discuss, no later than December 31, 2023, metering opportunities that may contribute to the advancement of energy efficiency, solar, beneficial electrification, and building decarbonization.			
Equitable Decarbonization Tools	The Parties will, beginning no later than July 1, 2023 collaborate on new or expanded tools, including without limitation maps, visualizations, and data sharing, that can be used to advance equitable decarbonization efforts, including the integration and utilization of distributed energy resources and beneficial electrification technologies. This collaboration will include discussion of tools to promote the communication of information supporting anticipated decarbonization efforts of the City and State and Federal governments. ComEd may also propose other potential tools or initiatives to discuss with the City.			
Permitting	ComEd and the City shall discuss permitting opportunities that support the objectives of this Agreement.			
6.c. Promote Personal Mobility and Improve Air Quality				
Pilot Extension of Standard Service for Municipally-Owned e-Bike Charging Stations Located in the Public Way	ComEd will develop and propose a pilot to the ICC that would extend standard service to include conduit up to the customer meter for more efficient installations of municipally-owned e-bike charging stations located in the public way. Pilot is subject to ICC approval. The City agrees to support the filing with the ICC and to assist with OUC approval to meet desired installation time frames. This program will likely be superseded by a broader make-ready rate/tariff, which will also require ICC approval. Subject to a maximum of 500 feet of facilities from ComEd's overhead or underground distribution system.	<ul style="list-style-type: none"> Facilitates micromobility across the City, which reduces fossil-based traffic improving City air quality, public health and reduce citywide emissions 	<p>Submission to and approval by ICC</p> <p>City to support ICC filing</p>	In process

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Grid Technology and Vehicle Electrification Initiatives	ComEd will develop, beginning no later than January 1, 2024, and propose to the ICC at least three (3) new pilots or demonstration projects designed to investigate innovative grid technologies and/or vehicle electrification initiatives, how and when to best deploy them, and/or their impact on customers by December 31, 2027.			
6.d. Propel Clean Energy Careers				
Workforce Development Initiative	ComEd will propose and lead development of a public-private workforce development collaborative that reflects a joint commitment from ComEd, government, other industry partners, labor, education, and community-based organizations to prepare, train and reskill individuals from disadvantaged communities for Illinois' clean energy careers. The collaborative will build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and another location on the West side of Chicago as mutually agreed to upon by the collaborative. The Workforce Development Initiative would provide training and certifications in several work categories including skilled trades, energy efficiency, EV maintenance, fiber installations, renewable energy installations, and business operations. The program will also include wrap-around support services for students (such as transportation, housing support services, legal support, assistance with childcare, personal protective equipment, tools, and stipends).	<ul style="list-style-type: none"> • World-class public-private partnership leveraging and expanding City Colleges of Chicago program structure • Supports just transition to clean energy jobs through comprehensive services • Prioritizes clean energy job training in priority communities 	Secure cooperation from key stakeholders such as City Colleges of Chicago, and other public and private stakeholders	Expansion of the Overhead Electrical Line Worker program at Dawson Technical Institute planning to begin by Q2 2023

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand CONSTRUCT Program	<p>On an annual basis over a period of ten (10) years, ComEd will use good faith efforts to achieve the following for our workforce development training and apprenticeship programs:</p> <ul style="list-style-type: none"> - Recruit 35% of CONSTRUCT Infrastructure Academy classes from EIEC communities, and - Provide full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute, a division of Kennedy-King College, for the electricity program, which includes tuition, books, and a stipend (total costs estimated at \$8,000 per student). 	<ul style="list-style-type: none"> • Increased training in the clean energy space of residents from prioritized communities • Trained residents receive dedicated assistance preparing for and being connected to jobs in the industry • Removes barriers to entry through scholarships and stipends 	Parties to identify second school for expansion	<p>Recruiting will begin in Q4 2023 for the 2024 class</p> <p>10 full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute will be offered beginning in Q2 2023</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand Chicago Builds Program	<p>ComEd will collaborate with Chicago Public Schools (“CPS”) to expand the Chicago Builds program with a specific focus on the electricity track by:</p> <ul style="list-style-type: none"> - Collaborating with CPS to expand the Chicago Builds program into a second school on the West side of Chicago - Increasing funding to \$320K per year for ten (10) years for a current or future Chicago Builds location to support instruction (i.e., two instructors per year, one at each school) and purchase of materials - Establishing an energy curriculum for the Electricity track (including Distribution, Transmission & Substation, Energy Efficiency, Solar, Beneficial Electrification, Field & Meter) - Expanding mentoring opportunities by providing up to fifteen (15) mentors for the program per year for ten (10) years, and - Expanding trades-related internship opportunities at ComEd for up to ten (10) students from the program per year for ten (10) years. <p>This program aligns with the CPS-City Colleges Roadmap goal to provide early college and work-based learning opportunities to high school students.</p>	<ul style="list-style-type: none"> • Build a pipeline of talent from high school that is prepared to enter the trades. 	<p>Ready to start</p> <p>Secure cooperation from CPS</p>	<p>Begin expansion of energy curriculum by Q1 2023</p> <p>Begin planning for expansion into second school by Q4 2023</p>
6.f Connecting Communities				
Make Dark Fiber Available to Bridge the Digital Divide	<p>Pursuant to all regulatory, legal, technologically feasible, and, commercial restrictions, as determined by ComEd, ComEd will make reserve dark fiber capacity available for ISPs who are providing last-mile affordable and quality broadband access to historically underinvested neighborhoods, such as EIEC neighborhoods.</p> <p>To support this initiative, including last-mile development, the City may provide ISPs and community organizations with support through competitively</p>	<ul style="list-style-type: none"> • Increase diversity of broadband market in Chicago, leading to more affordable and quality options for low-income families on the South and West Sides • Narrow the digital divide in Chicago which disproportionately impacts low-income families and communities of color 	<p>City to issue Request for Proposals to fund broadband solutions. For ISPs who seek access to dark fiber and whose solutions are in neighborhoods where ComEd</p>	<p>Initial Phase-100 Miles of Fiber will be made available within the target communities</p> <p>Planning and engineering-</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
	<p>awarded Chicago Recovery Plan allocations, physical asset availability, or other resources.</p> <p>The City's support, paired with access to ComEd's dark fiber, will facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities.</p> <p>During the initial phase of this pilot, ComEd will work to leverage approximately one-hundred (100) miles of reserve capacity fiber to expand connectivity in two neighborhoods designated by Licensee. During the second phase of this pilot, the Parties will work to leverage approximately four-hundred (400) miles of reserve capacity fiber to expand connectivity to additional historically disinvested communities on Chicago's South and West sides. The Parties will use American Community Survey data when applicable and feasible. The City may advise on key performance indicators ("KPIs") to enable and track progress toward broadband equity within areas of need. Additional opportunities to support closing the digital divide may include the installation of strategically located off-ramps (e.g., third-party interconnection points) at key locations along ComEd's fiber routes where reserve capacity exists. These locations may act as a point of connection for last-mile providers to easily leverage ComEd's middle-mile infrastructure without interfering with ComEd's electric operations, due to the fact that ComEd cannot justify these investments in building these interconnection points as prudent and reasonable. Third party funding will be required to construct these key interconnection points and to reduce the cost of interconnection, which allows for savings to be passed to broadband retail customers.</p>		<p>dark fiber exists, City to make connection to ComEd to explore licensing opportunities.</p>	<p>Began Q1 2022 Deployment of Fiber Optic Supply Cable – In Progress (Planned completion Q4 2023) Fiber will be available for licensing Q1 2024</p> <p>Second Phase: 400 miles will be made available in the broader West and South Side communities Planning and engineering- Began Q1 2023 Deployment of Fiber Optic Supply Cable to begin Q1 of 2024 with completion planned for 2026/2027 Portions of the Fiber will be made</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
				available starting in 2026 and the remainder in 2027
6.g. Foster Innovation for Resiliency				
ComEd Community Resiliency Hub	The City and ComEd will collaboratively seek IIJA funds for this demonstration project in a selected neighborhood. To transform the chosen neighborhood into a Community Resiliency Hub, we will use smart grid technologies to achieve higher levels of flexibility and resiliency through controls and grid infrastructure upgrades. This Community Resiliency Hub will layer in several features to benefit the local community such as: EV charging stations, energy efficiency intelligent communities, modularized grid technologies, and fiber infrastructure, allowing communities to leverage broadband through services providers using our network. This project focuses on realizing a model future grid capable of operating at higher energy efficiency by enabling higher renewables penetration (such as solar), and ability to work on a modular scale to boost the grid and community resiliency. Preliminary cost is estimated at \$100M. The City agrees to support any grant or other funding applications necessary.	<ul style="list-style-type: none"> • Ability to test and demonstrate the concept of flexible grid will boost the need for emerging technologies as this is transformational concept for grid operation • Hub will contribute to workforce creation in manufacturers and to train engineers, architects, building scientists, building energy permitting and enforcement officials, and building technicians in energy-efficient design and operation. 	<p>Contingent upon successful IIJA or other local, state, federal and other external funding sources.</p> <p>Engage key community stakeholders.</p>	Estimated 5-year project
Community-Level Resiliency and Capacity Building Initiatives	The Parties will collaborate to develop two neighborhood resilience and capacity building initiatives of strengthened community-level emergency preparedness, response, and recovery strategies. These initiatives will integrate several features to benefit the local community in preparation for and response to localized emergencies which may result in power disruptions.	<ul style="list-style-type: none"> • By utilizing place-based strategies for design and implementation of these initiatives, residents can more immediately access information and resources during or after an emergency event with the goals of lessening the immediate burden on local and state emergency management teams and utility operators while ensuring residents receive the immediate support they need until further assistance arrives. 	Engage key community stakeholders.	

